

C. C. Kimball
General Attorney



RECORDATION NO. 8325-14 Filed & Recorded

AUG 11 1976 3 22 PM

REGISTERED ~~INTERSTATE~~ COMMERCE COMMISSION

COMMERCIAL COMMISSION
RECEIVED

Law Department
Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101
216 864-2200

File: 1141

AUG 10 1976

623-2416

Chesapeake and Ohio Railway
Equipment Trust of 1976
Finance Docket No. 28141

ADMINISTRATIVE SERVICES August 10, 1976

6-221-096

AUG 11 1976

Date

Fee \$ 10

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

CC Washington, D. C.

Dear Sir:

Enclosed are executed counterparts Nos, 5, 6 and 7 (of 8) of Supplemental Agreement dated as of September 1, 1976, between First Pennsylvania Bank N.A., 15th and Chestnut Streets, Philadelphia, Pennsylvania 19101 (Trustee) and The Chesapeake and Ohio Railway Company, P. O. Box 6419, Cleveland, Ohio 44101 (C&O).

The additional equipment covered by this Supplemental Agreement consists of:

- 9 100-ton 4,180 cu. ft. Airslide covered hopper cars to be manufactured by General American Transportation Corporation, 120 South Riverside Plaza, Chicago, Illinois 60606, and to bear C&O road numbers 619176 - 619184, inclusive.

AAR Mechanical Designation: L0

The above equipment will be lettered "Chesapeake and Ohio", "C&O", "Chessie System" or in some other appropriate manner, and will also be marked:

"CHESAPEAKE AND OHIO RAILWAY EQUIPMENT TRUST OF 1976,
FIRST PENNSYLVANIA BANK N.A., TRUSTEE, OWNER, LESSOR"

The enclosed Supplemental Agreement amends the Equipment Trust Agreement dated as of May 1, 1976, between the Trustee and C&O, that was recorded in the office of the Secretary of the Interstate Commerce Commission, on May 14, 1976, at 10:00 a.m., and assigned recordation number 8325.

Also enclosed is draft of The Chesapeake and Ohio Railway Company in the amount of \$10 representing the required recording fee.

The Chesapeake and Ohio Railway Company



The Baltimore and Ohio Railroad Company


Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission

-2-

August 9, 1976

Pursuant to the Commission's rules and regulations for the recordation of certain documents under Section 20c of the Interstate Commerce Act, you are hereby requested to duly file two of the enclosed counterparts for record in your office and to return the remaining one to me at my above address.

Very truly yours,

A handwritten signature in cursive script, appearing to read "C. C. Kimball".

C. C. Kimball

CCK:nk
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

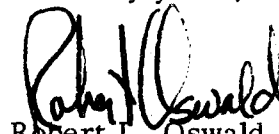
8/12/76

**C.C. Kimball, General Atty.
Chessie System
Terminal Tower
P.O.Box 6419
Cleveland, Ohio 44101**

Dear

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **8/11/76** at **3:40pm**,
and assigned recordation number(s) **8325-A**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

EXECUTED IN 8 COUNTERPARTS

OF WHICH THIS IS NO. 6

8325-A

MADE IN 1976
FEDERAL RESERVE BANK OF PHOENIX

SUPPLEMENTAL AGREEMENT

DATED AS OF SEPTEMBER 1, 1976

AMENDING

EQUIPMENT TRUST AGREEMENT

DATED AS OF MAY 1, 1976

BETWEEN

FIRST PENNSYLVANIA BANK N.A., TRUSTEE

AND

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

SUPPLEMENTAL AGREEMENT, dated as of September 1, 1976, between FIRST PENNSYLVANIA BANK N.A., a national association duly organized and existing under the laws of the United States of America, as Trustee (hereinafter called the Trustee), and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Virginia (hereinafter called the Company).

* * * * *

WHEREAS, by a certain Equipment Trust Agreement dated as of May 1, 1976, between the Trustee and the Company (hereinafter called the Agreement), there was established "Chesapeake and Ohio Railway Equipment Trust of 1976";

WHEREAS, inasmuch as the aggregate final Cost of the Trust Equipment specifically described in the Agreement will be less than 125% of the \$30,000,000 aggregate principal amount of Trust Certificates issued pursuant to the Agreement the Company desires, pursuant to the provisions of Sections 3.1 and 3.4 of the Agreement, to cause to be constructed and transferred to the Trustee additional Equipment under the Agreement of such Cost that the aggregate final Cost of all the Trust Equipment will be at least 125% of such \$30,000,000 aggregate principal amount of Trust Certificates;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

(1) The Company, as speedily as may be, will cause to be constructed and transferred to the Trustee, subject to all the terms of the Agreement, the following new standard-gauge railroad equipment other than

passenger or work equipment (herein called the Equipment):

- 9 100-ton 4,180 cu. ft. Airslide covered hopper cars, to be manufactured by General American Transportation Corporation, to be numbered 619176 - 619184, inclusive, and having an estimated Cost of \$350,559.

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee and the Company shall, subject to the provisions of Sections 3.2, 3.3, 3.4, and 4.4(A)(2) of the Agreement, pay the manufacturer of the Equipment the Cost thereof as specified in the invoice of the manufacturer.

(3) Pursuant to the provisions of Sections 4.1 and 4.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after May 1, 1976.

(4) The Company hereby accepts the lease of the Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Equipment had originally been a part of the Trust Equipment specifically described therein.

(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

(7) This Supplemental Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the date first hereinabove written.

Attest:

FIRST PENNSYLVANIA BANK N.A., Trustee

H. P. Horn
Assistant Secretary

By *Wm. C. Lough*
Vice President

Attest:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

Sam E. Bepko
Secretary

By *A. C. Bigh*
Assistant Vice-President
and Treasurer

APPROVED AS TO FORM
C. C. Kimball
GENERAL ATTORNEY
6/2/76

STATE OF PENNSYLVANIA)

) SS:

CITY OF PHILADELPHIA)

On this 9th day of August, 1976, before me personally appeared W. M. KRAYER, to me personally known, who, being by me duly sworn, says that he is a Vice President of FIRST PENNSYLVANIA BANK N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elizabeth J. Sabedra
ELIZABETH J. SABEDRA

ELIZABETH J. SABEDRA

Notary Public, Philadelphia, Philadelphia Co.

My Commission Expires April 14, 1980

STATE OF OHIO)

) SS:

COUNTY OF CUYAHOGA)

On this 2nd day of August, 1976, before me personally appeared L. C. ROIG, JR., to me personally known, who, being by me duly sworn, says that he is Assistant Vice-President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

CLARA MASUGA

CLARA MASUGA

Notary Public, Cuyahoga County, Ohio

My Commission Expires April 21, 1979